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Title: **Tompkins County Public Library and Tompkins County Public Library Support Staff Association, UAW, Local 2300 (2000)**

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Union: **Tompkins County Public Library Support Staff Association, UAW**

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Tompkins, County Of And Tompkins
Library Support Staff Assn

AGREEMENT

between the

BOARD OF TRUSTEES

TOMPKINS COUNTY PUBLIC LIBRARY

and the

TOMPKINS COUNTY PUBLIC LIBRARY

SUPPORT STAFF ASSOCIATION

UAW LOCAL 2300

January 1, 2000 to December 31, 2002

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

44

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1. INTRODUCTION

A. In this settlement, effective the first day of January 2000, through the thirty-first day of December 2002, the Tompkins County Public Library Board of Trustees shall be referred to as the Library and the Tompkins County Public Library Support Staff Association UAW Local 2300, shall be referred to as the Association. Negotiations for a new contract will begin upon 30 days formal notice in writing to the other party after July 1, 2002. Either party may initiate the request.

B. The Public Employees Fair Employment Act of the State of New York, the other provisions of the Civil Service Law, local laws and resolutions now or hereafter adopted by the Library, which are not inconsistent with said laws, shall govern the terms of this Agreement.

2. RECOGNITION

A. The Library recognizes the Association as the sole and exclusive representative for all employees excluding the Library Director, Assistant Director, Stenographic Secretary, Principal Account Clerk/Typist and Professional Library Staff.

B. In accordance with Section 210 of the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike. In return, the Library will bargain in good faith.

C. The Library shall accord the Association a deduction on its payroll for membership dues as authorized by the employees, in writing, to the Library. No other unrecognized employee organization shall be accorded any such payroll privilege.

D. The Association shall indemnify and save the Library harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the employer, in reliance upon payroll deduction authorization cards submitted by the members of the Association to the Library.

3. MANAGEMENT RIGHTS

A. Except as expressly limited by other provisions of this agreement, all of the authority, rights, and responsibilities possessed by the Library are retained by it, including but not limited to, the right to determine the mission, purpose, objectives, hours, scheduling, days off, and policies of the Library; to determine the facilities, methods, means and number of personnel required for conduct of Library programs; to adhere to the New York State Civil Service Law, including the examination, selection, recruitment, hiring, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; and to discipline or discharge employees in accordance with law and the provision of this agreement.

4. RECIPROCAL RIGHTS

A. The Library and the Association will administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of race, color, sex, religion, age, marital status, national origin, sexual orientation, disability, ex-offender status, Vietnam Era Veteran status.

B. The Library will not interfere with, restrain or coerce the employees because of membership or lawful activity in the Association.

C. The Library recognizes the rights of the employees to designate up to four paid representatives of the Association to appear on their behalf to discuss salaries, working conditions, and disputes as to the terms and conditions of this contract.

D. The Association agrees that it and its members will restrict the amount of necessary Association activity conducted on Library time to the lowest possible minimum, excluding contract negotiations, and agrees to use everything in its power to prevent abuses of time for Association activities as defined in this section, and to advise its members when necessary for any abuse of this privilege.

E. The employee and Association representative shall be permitted to attend any formal grievance, arbitration, or hearings, when deemed necessary, without loss of pay. The Association representative shall obtain permission from the Library Director to leave his/her job.

F. The Library Director shall be notified in writing of the name of the employee and Association representative who will be attending said meetings.

G. The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and in the facilities of the library. For union and non-offensive personal employee business, there shall be provided a special bulletin board which is not subject to the approval of the administration.

H. The Association will promptly advise the Library Director, in writing, of any changes in Association officials and representatives.

I. The Association representatives as designated above shall be paid at their regular hourly rate of pay for conducting authorized Association business at the Tompkins County Public Library that occurs during their authorized work schedule. While conducting authorized Association business, representatives may be required to record their time spent on such business with an explanation of how such time was spent.

J. The employer reserves the right to use volunteers, work-study students and interns unless such use causes any lay-off or reduction in hours for bargaining unit employees. All volunteer placements become final only upon approval of the volunteer coordinator and the department heads.

K. Within 5 days of the Library learning of any changes in reclassifications, the Library shall notify the Association of them.

5. WORK WEEK

A. The standard work week of the Library shall be 35.0 hours.

B. In arranging for assignments, shifts, days of work, and days off, the Library shall give adequate notice and take into consideration reasonable individual needs; seniority will be considered.

C. 1. Employees of the library hired prior to July 8, 1997 will not be compelled to work Sundays.

2. Employees of the library hired prior to July 8, 1997 will be offered the option of working Sundays on a rotational basis in order of seniority, with the highest seniority (according to hire date) having the first option on a rotating basis. An employee may work four consecutive Sundays before losing their preference to the next person on the rotation.

3. Sunday hours for employees hired prior to July 8, 1997 will be in addition to their approved work schedule.

4. Employees hired after July 8, 1997 may be assigned to work Sundays if openings remain after the seniority rotational system is completed. Sunday hours may be either in addition to their approved work schedule or may be part of their approved work schedule, depending upon the needs of the library.

5. A Sunday shift will commence fifteen minutes before opening and end fifteen minutes after closing.

6. A cleaner will be on duty during Sunday hours, and will be responsible for opening and closing the building.

7. Compensation for Sunday hours will be paid at time plus one-half of the regular hourly rate of that employee.

6. TIME CARDS

A. Each employee's time card shall be filled out daily in ink and signed by the employee on the last day of his/her work week, unless prevented by reason of absenteeism. A time card which deviates from an employee's approved work schedule must be signed by the supervisor(s).

7. MEAL PERIODS

A. All employees working 6 hours or more shall be allowed 60 minutes for a meal period. A shorter meal period will be allowed with supervisor approval.

8. REST PERIODS

A. Employees who work at least 3 hours or more but less than 6 hours in a shift are entitled to one 15 minute rest period. Employees who work 6 hours are entitled to two 15 minute rest periods. Rest periods are subject to supervisory approval.

9. COMPENSATION

A. A compensation schedule, slotted in proper labor grades, is marked Exhibit A, and is attached to this Agreement and made a part of it.

B. Library employees when duly authorized by the Library Director to use their personal vehicles shall be paid the approved IRS rate for the use of such vehicle.

C. The Library shall pay 70 cents per hour as inconvenience pay for hours worked after 6 P.M. to all employees in all labor grades whose approved work schedule includes scheduled hours after 6 P.M.

D. Any person rehired within one year from the date of resignation in the same classification in the Library shall be hired at the current working rate for that classification held at the time of resignation if the prescribed training period was served prior to resignation.

E. Compensatory Compensation

1) Compensatory time shall be earned as follows except where federal laws, state laws, or this contract provide differently:

a. Definition - compensatory time is defined as the computation of all authorized hours worked by an employee beyond the total hours of the normal pay week of the Library.

b. Compensatory time shall be earned and taken in 15 minute units only.

c. No employee shall accrue compensatory time unless such work has prior approval of his/her supervisor.

d. Accrued compensatory time may be taken only at a time which shall not interfere with the effective operation of the Library.

e. Employees working less than 35 hours per week do not accrue compensatory time, but will be paid for all time worked, with the exception of compensatory time earned for working on one of the following holidays: Martin Luther King Day, Presidents Day, Columbus Day, Veterans Day, and the day after Thanksgiving. Compensatory time may be accrued to a maximum of 8.75 hours, which time must be reduced within one year from the time the maximum is gained. Other provisions of this section shall apply.

2) a. Compensatory time may be accrued with prior supervisory approval to a maximum of 43.75 hours, which time must be reduced within one year from the time maximum is

gained. Compensatory time may be used after notice of termination has been filed with prior approval of the supervisor or will be paid at the time of resignation, lay-off or retirement.

b. Employees who have approval to work more than 40 hours in any week will be paid for all hours over 40 at time and a half.

c. If a full-time employee works between 35 and 40 hours in a work week, all hours worked over 35 and up to 40 go into his/her compensatory time off bank. If the hours paid in the work week exceed 40, the employee will receive straight time earnings for all hours between 35 and 40 and time and a half for all hours over 40.

3) Tardiness:

a. In the event of tardiness, the employee may make up the time with the approval of the supervisor on the day it occurs or the next scheduled working day by working beyond his/her approved work schedule. If tardiness is not made up, it will be deducted from the employee's regular wages in one quarter units. Benefit time may not be used.

F. Employee - Definition

1) A full-time employee is appointed to work 35 hours per week.

2) A part-time employee is scheduled to work fewer than 35.0 hours per week. Benefits for part-time employees working 18 or more hours per week are prorated based on the number of hours worked and include: vacation, holidays, floating holidays, sick leave (including personal time, and family leave) and bereavement. Health insurance is available to those who work 18 hours or more per week. Employees working less than 18 hours per week do not earn benefits. Retirement is required of those working more than 30 hours per week and optional for those working fewer hours. For details of benefits, see the particular benefit section.

3) A temporary employee is a person hired for a period of time not exceeding one year. Temporary appointments are made following the rules and regulations of Civil Service.

After 120 working days of employment, temporary employees with an approved work schedule of 18 hours per week or more are eligible for the following benefits: vacation time, sick time, holiday pay and bereavement. On the 121st working day, vacation and sick time will begin to accrue and temporary employees will be eligible to enroll in a health insurance and, if working an eligible number of hours, the long term disability plan. Health insurance and retirement are optional and subject to the rules and regulations of benefit plans and the current contract.

G. Work Schedule

Each employee shall have an approved work schedule on file with the Business Office.

H. Annual Compensation Increase (See Exhibit A)

- a. The salary schedule will increase as follows for the life of the contract:

1/1/2000	3.0%
1/1/2001	3.0%
9/1/2001	.5%
1/1/2002	3.0%

b. Page II. Employees hired in Labor Grade 2 prior to January 1, 1997 and employees hired after January 1, 1997 who accrue 3640 hours of continuous employment. One working rate shall be established for Page II.

Page I. Employees hired in Labor Grade 2 after January 1, 1997. A hiring rate and a working rate shall be established for the position of Page I. A Page I shall move from the hiring rate to the working rate after two years of continuous employment.

c. Employees hired in grades 3-7 will move to the working rate after 6 months of continuous employment. Employees hired in grades 8-11 will move to the working rate after 12 months of continuous employment.

d. A longevity stipend will be paid during the life of this contract to eligible employees on the anniversary date of completed years of service as follows:

25 years	- \$750
20 years	- \$750
15 years	- \$500
10 years	- \$250

The stipend will be paid in the first pay period following the anniversary date. The employee must be active on the payroll system as of anniversary date in order to be eligible for payment. Stipends for part time staff will be prorated.

The stipend will be paid to anyone who retires or resigns due to medical disability (physician's statement required) in the calendar year of anniversary but prior to the anniversary date.

I. When asking an employee to come in on a closed day (for example, in order to clear the bookdrop or check in materials) compensation will be paid at time plus one-half of the regular hourly rate of that employee. When asking employees to come in, the Library shall give priority to those with the highest seniority at the appropriate job titles. An employee is guaranteed a minimum of two (2) hours.

10. PROMOTION/RECLASSIFICATION/ VACANCIES/POSTING

A. Promotion means any employee who moves from his/her present position to a higher labor grade.

1) In the event of a promotion, an employee shall receive a salary increase starting at the hiring rate of the new position. Promoted employees shall move into the working rate as follows:

Grades 2-7, 3 months from date of promotion.

Grades 8-11, 6 months from date of promotion.

B. All employees who request an explanation in writing, from the Director regarding the filling of a vacancy or a new position, shall be given a response within 2 weeks.

C. **Reclassification.** Any employee may file for reclassification of his/her position at any time. An employee who is reclassified will move to the same place on the compensation schedule as in his/her prior classification. Pay and benefits resulting from a reclassification shall be made retroactive to the date this reclassification was requested.

D. **Posting**

1) The Library shall post all permanent vacancies.

2) All other vacancies of 60 days or more and 18.0 hours per week or more shall be posted in the same manner as 1) above.

3) All postings will be for a minimum of five (5) working days and no position shall be filled until the posting time has expired, except the assignment of personnel to accomplish the required task during the posting process.

11. VOLUNTARY DEMOTION

A. If an employee is permitted to take a voluntary demotion and he/she returns to his/her former job, he/she will return to the same position in the grade that he/she held prior to his/her promotion, adjusted to the current contract year.

12. LAY-OFF

A. The State Civil Service rule regarding layoff of competitive class employees has been adopted in Tompkins County as Rule XXV.

B. In case of a decrease in the work force in the Library, temporary or provisional employees in each classification being decreased shall be laid off before employees having permanent status; seniority shall be considered.

C. In case of a decrease in the work force in the labor or non-competitive class, layoff and recall shall be by seniority.

D. Seniority shall be defined as status based on length of continuous service in employment with the Tompkins County Public Library.

13. VACATIONS

- A. All eligible employees will accrue vacation time on an hourly basis beginning with the employee's anniversary date as the qualifying date. Vacation time will be computed every two weeks.
- B. Vacation time may be used only after six months of continuous employment.
- C. An employee who becomes ill or disabled while on vacation may charge such time to sick leave, provided the employee submits a doctor's statement verifying the illness or disability upon his/her return to work. Such statement must be submitted to the Library Director.
- D. No more than two years of accrued vacation time shall be paid to an employee upon termination of his/her employment with the Library, or their death. No pay for vacation time shall be paid to an employee who terminates with less than six months of service.
- E. Employees shall be eligible to take paid vacation after six (6) months employment with the Library. However, employees shall start to accrue vacation credit as of their date of employment.
- F. Any person who returns to work within one year of the last day worked will receive vacation credit for all previous Library service.
- G. Full and part-time employees shall accrue vacation time according to the following schedule based upon a regular work week not to exceed 35 hours.

Schedule A

For employees hired prior to January 1, 1997

Years complete from last hire	Accrual rate	Converted to per hour worked	Total Maximum vacation days
0-1	2.5 days	0.010	5
1-4	10 days	0.038	20
5-6	12 days	0.046	24
6-7	14 days	0.054	28
7-10	15 days	0.058	30
10-13	16 days	0.062	32
13-14	17 days	0.065	34
14-15	18 days	0.069	36
15-16	19 days	0.073	38
16 or more	20 days	0.077	40

Schedule B**For Employees hired after January 1, 1997**

Years complete from last hire	Accrual rate	Converted to per hour worked	Total Maximum vacation days
0-4	10 days	0.038	20
5-9	12.5 days	0.048	25
10-14	15 days	0.058	30
15-19	17.5 days	0.067	35
20+	20 days	0.077	40

H. Employee with accrued vacation equal to two years vacation days will stop accruing vacation time, and will start accruing when the vacation balance goes below the two-year maximum accumulation.

I. The rate of vacation pay shall be the employee's regularly scheduled hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

J. All vacation time must be requested in writing and approved by the supervisor(s) at least 48 hours in advance of the vacation. Exceptions to this advance notice may be made only with supervisory approval. The department head will be responsible for scheduling vacation time. Vacation cannot be denied to any employee by the department head in instances where vacation time will be lost due to maximum accrual and the employee has requested vacation time at least one month in advance of the day on which his/her vacation must start.

K. If a scheduled holiday falls within an employee's vacation period, he/she will be granted an extra day of vacation to a maximum of seven hours without loss of pay.

L. Layoff, Resignation, Retirement:

1) Any employee who is laid off, resigns, or retires shall receive up to two year's accrued vacation time if the employee gives ten (10) working days notice to the Library Director of his/her resignation and the employee works at least ten (10) days following such written notice. Paid vacation time received at the time of termination does not apply to any specific period of time and cannot be used to extend the termination date. The Library Director may waive the ten (10) days notice requirement.

2) An employee who is laid off shall receive pay for up to two years of earned vacation and compensatory time at the time of such layoff.

3) All earned vacation and compensatory time shall be paid to an employee's estate upon his/her death.

14. HOLIDAYS (EXHIBIT B)

A. The following paid holidays shall be observed by the Library: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the day after Christmas.

1) For Christmas Eve, the Library shall close at 1:00 p.m. Thanksgiving Eve and New Year's Eve, the Library will close at 5:00 p.m. This is not holiday time. Staff scheduled to work must make up the hours, use benefit time, or take time off without pay.

2) If the holiday falls on a Sunday, it will be observed on the following Monday. If the holiday falls on Saturday, it will be observed on the previous Friday. The Library will also be closed on the actual Saturday on which the holiday falls, but employees will receive no pay for the Saturday. For the Monday holidays of Memorial Day and Labor Day, the Library will be closed on the previous Saturday. When Independence Day is observed on a Monday, the Library will be closed on the previous Saturday. Employees will not be paid for those Saturdays but will work their full work week, use benefit time, or make up hours, or take time off without pay.

3) Employees who are regularly scheduled to work on the holiday, shall be paid for their regularly scheduled hours (full time and part time) to a maximum of 7 hours. Part time employees (working 18 or more hours per week) who are not regularly scheduled to work on the day on which a holiday falls, shall be paid on a prorated basis for the day.

4) Full time employees whose day off falls on a holiday shall be granted an extra day off (maximum 7 hours) within the pay period in which the holiday occurs or within the following pay period without loss of pay.

B. Five floating holidays shall accrue to each eligible staff member at the start of the calendar year. Eligible part-time employees will receive a prorated amount of floating holiday time based upon their permanent hours. Floating holidays must be requested in advance and approved by the supervisor. Floating holidays may not be carried over from year to year.

C. Employees who are scheduled to work one of the following holidays, and who do work, shall receive .5 hours of compensatory time for every hour worked at straight time (up to a maximum of seven hours worked): Martin Luther King Day, Presidents Day, Columbus Day, Veterans Day, and the day after Thanksgiving."

15. SICK LEAVE AND DISABILITY

A. Employees must report all absence or expected tardiness before the start of their shift or as early as possible by contacting the Library Office and giving the following information: name, reason for absence, and length of time expected to be absent.

B. Accumulation of Sick Time

1) Full and part-time employees shall accrue sick leave time at the rate of .046 hours per hour worked based on a regular work week not to exceed 35 hours. Employees working less than 18.0 hours per week do not earn sick time.

2) The maximum amount of sick leave time which may be accrued by any employee is 840 hours. Employees with accrued sick time balance of 840 hours (120 days) will not accrue any more sick time until their balance drops below 840 hours through their use of some of the time.

3) When an employee goes on an unpaid leave for any reason, he/she will not accrue sick time during the unpaid leave. Sick leave benefits that had accrued prior to the leave shall be held in abeyance until the employee returns and then start to accrue again on a month-to-month basis.

C. Use of Sick Time

1) Sick time may be used only for personal illness, doctors' appointments and to attend to family obligations due to illness, accident or medical visit of an immediate family member or significant other, except as described in 2) below.

2) If a doctor's statement is on file and employee has used all sick time, the employee has the right to indicate what benefit time he/she will use to be compensated. If no doctor's statement is on file and employee has no sick time, the employee will not receive compensation for any time he/she is absent.

3) A maximum of six days of the twelve sick days per calendar year may be used for personal business except after notice of termination has been filed. Personal time accumulates from the first day of employment and may not carry over from year to year.

4) Advance notification of scheduled sick time and personal time should be provided to one's supervisor whenever possible. However, supervisory approval is not required.

5) If sick time is taken in conjunction with a holiday or Saturday or Sunday, the Library Director may request a doctor's statement to verify the absence, with reasonable cause. If no doctor's statement is provided, said employee will not be allowed to use any benefit time.

D. Extended Use of Sick Time

1) Employees absent from work for more than five consecutive days due to personal illness or injury or attending to family obligations due to illness, accident or medical visit of an immediate family member or significant other, shall submit to the Library Director a physician's statement verifying the absence and noting the expected date of return. Payment of accrued sick leave is contingent upon the receipt of the physician's statement. A new physician's statement is required if the absence extends beyond the original expected date of return to work.

E. Long Term Disability Insurance

Long term disability insurance, starting after three months of a disability, is provided by the library at no cost to all permanent employees authorized to work 18 hours or more.

16. UNPAID LEAVES OF ABSENCE

A. An unpaid leave of absence may be granted to permanent employees in accordance with Tompkins County Civil Service rules and regulations. An unpaid leave of absence is defined as all absent time in excess of five consecutive working days not paid for by the library.

Thirty days written notice must be provided if a leave of absence is foreseeable. If the leave is not foreseeable, notice should be given as soon as possible.

An unpaid leave of absence must be requested in writing and approved in advance by the Library Director.

Vacation and sick leave will not accrue during an unpaid leave of absence. An employee on unpaid leave of absence may not claim bereavement pay or holiday pay.

If an employee requests time off for five days or less and does not request to use accrued benefit time, with the supervisor's prior written approval, such leave may be taken without pay.

B. Family Leave

Family leave shall be granted to an eligible employee, at the employee's request, for the following reasons:

- to care for an employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, child or parent who has a serious health condition

An eligible employee is entitled to 6 months of family leave. Accrued vacation, personal or sick leave, etc., may be substituted for family leave.

C. Medical Leave

Medical Leave shall be granted to an eligible employee for a serious health condition that makes the employee unable to perform the employee's job. In this situation, the library may request medical certification to support the request for the leave and may require a second opinion as well as a fitness for duty report before returning to work.

D. Educational Leave

An Educational Leave without pay may be granted at the discretion of the Library Director. The employer agrees to award available educational leave on a fair and equitable basis among qualified employees.

7. BEREAVEMENT

A. In the event of a death of a family member (spouse, or significant other, child*, parent*, sister*, brother*, grandparent, grandchild, brother-in-law, sister-in-law, spouse's parent, sister, brother, grandparent, grandchild, brother-in-law or sister-in-law) of a Library employee, said employee shall be entitled to time off with pay not to exceed the next four (4) working days . (*includes step relation)

Compensation shall be at the employee's regular rate, exclusive of premium pay, and shall not exceed the standard hours of the Library. A form provided by the Library must be signed within one week of the employee's return to work. If a period of bereavement falls within an employee's vacation, the employee is entitled to extend his/her vacation the number of days involved. One of the four days may be used if there is a later interment.

B. Part time employees shall be entitled to bereavement leave on a prorated basis.

C. An employee may use personal time to cover bereavement when the deceased individual does not fall into one of the relationships described above, or in order to extend bereavement leave .

18. JURY DUTY

A. Those employees who are scheduled for jury duty during their working hours shall suffer no loss of pay. For any portion of the employee's normal working day not spent on jury duty, the employee will be expected to perform his/her regular Library work .

19. EMERGENCY LIBRARY CLOSINGS

A. The Library may be closed in the event of an emergency or adverse weather conditions. The Library can only be closed by the Library Director or his/her designee. When the Library closes, compensation shall be allocated using the following guidelines. In all situations those employees who, prior to the day of closing, scheduled sick, personal, vacation, holiday, or compensatory time, will charge the benefit they had scheduled for that day.

Situation 1 - Library Closed All Day

If the library is closed for the entire day, all employees scheduled to work will be paid for their normal work hours.

Situation 2 -Library Closes Early

Employees who come to work on a day when the library is later closed will be paid for all of their normal work hours if they remain until the library officially closes. If an employee elects to leave before the official closing, they will be paid for the hours worked and the hours the library is

closed. Employees may either charge a benefit for the period of time between the time they left and the time the library was officially closed or will make up the time within that pay period or the following pay period.

Situation 3 - Library Delays Opening

If the library opens late, an official number of hours will be established as the delay time. All employees scheduled to work in the morning will be permitted to postpone the start of their work day by the number of hours established as the official delay time. Employees who report within, and up to, the official delay time will be paid for all of their normal work hours. Employees who report to work later than the official delay time allows may either charge a benefit for that period of time or will make up the time within that pay period or the following pay period.

On days when the Library closes early or delays opening, an employee who is scheduled to work during that time, but does not report to work, will receive their normal pay for the official hours that the Library is closed and will charge a benefit for the balance of their scheduled hours, or may make up the time within that pay period or the following pay period.

Situation 4 - Library Remains Open

If the library remains open on a day of bad weather, but employees feel that the risk is too great to report to work, employees may make up the time within that payroll period or the following payroll period (full time and part time staff) with supervisor's approval; or they may charge that time to compensatory time (full time staff only), personal business time (full time and part time staff), or vacation time (full time and part time staff).

20. HEALTH INSURANCE

A. The Library shall pay 85 percent of the health insurance premium per month for single or family coverage. During unpaid leaves of absence equal to or greater than 20 working days, the employee shall be responsible for 100% of the health insurance premium, except for a family or medical leave, during which period the employer shall be responsible for 85 percent of the health insurance premium.

B. All employees who participate in a health care plan provided by the Library automatically pay health care contributions with before-tax dollars. If an employee prefers to contribute on an after-tax basis, he/she must complete a Select Benefits form in the Business Office, to elect that option during open enrollment each year.

C. The Library shall pay the monthly health insurance premium upon retirement of an employee up to a maximum of twelve months premium payments based on any sick time balance at the time of retirement.

CALCULATION FORMULA:

- 1) Number of sick hours at time of retirement _____
- 2) Number of sick hours x hourly rate ____ = \$ _____
- 3) Total dollars available divided by monthly retiree premium = _____ months.
(Maximum of twelve months.)

D. Employees must sign up for Medicare as soon as eligible after retirement.

E. The County reserves the right to provide equal health insurance through an alternate means. The County will solicit input from the Association and the UAW Local 2300 prior to instituting any such plan.

F. The Library shall provide up to the premium as stated in Section 20, subsection A, for those employees of the Library who elect to participate in a duly provided Prepaid Health Plan, Health Maintenance Organization, or Independent Physicians Association.

G. When new employees are hired, they will be given a copy of the health insurance plan. Copies of the plan are available in the Business Office and at the County Personnel Office.

21. DENTAL INSURANCE

A. Each employee, if eligible for health insurance, shall be eligible to join the Library Dental Insurance Plan (Blue Shield). The employee shall pay 100% of the monthly cost.

22. RETIREMENT

A. The New Career Plan (section 75i) of the New York State and Local Employees' Retirement System will remain in effect for Tier 1 and 2 members (those who became members of the Retirement System on or before July 26, 1976) adopted by the Board of Representatives on January 16, 1990:

1) A pension of 1/50th of member's final average salary for each year of service when a member retires with 20 or more years of credited service. (Members who retire with less than 20 years of service retire under provisions of Section 75e.)

B. For all employees becoming members of the New York State and Local Employees' Retirement System on or after July 27, 1976, provisions of Tier 3 and 4 legislation will apply.

C. Death benefits will be paid in accordance with the provisions of the New York State Retirement and Social Security Law.

23. CIVIL SERVICE EXAMS

A. If an applicant for a Civil Service examination wants to take the exam on an alternate date, he/she must request this in writing to the County Personnel Office for approval. The request must include the reason for the request. Personnel will then respond to the applicant in writing. The alternate date and time for the exam is the following Monday morning at 125 E. Court St., the Tompkins County Personnel Office at 8:30 a.m.

B. The employer will comply with the Tompkins County Civil Service rules as they pertain to employee's rights to inspect examination papers.

C. If an employee wants to take an exam for a position at the Tompkins County Public Library and the employee is scheduled to work and the employee's work schedule cannot be changed, the employee will be paid for the hours necessary to take the exam. This may only occur once in any calendar year.

24. CONFERENCE ATTENDANCE

A. The library shall approve attendance at staff development and training seminars, workshops and conferences on a fair and equitable basis among staff.

B. For those who have approval, legitimate expenses (registration, parking, travel, room, meals, tolls) shall be paid upon submission of registration forms and receipts.

25. PERSONNEL FILES

A. Each employee shall be given copies of all job evaluations that are placed in the employee's personnel file. He/she shall have the opportunity to date, sign, and submit any response that he/she desires to the evaluation. Employees' personnel files are kept in the County Personnel Office. The only recognized personnel file is that kept in the County Personnel Office and only that file may be the basis of disciplinary action. All disciplinary papers over 24 months old are null and void per Section 75 of the Civil Service Law.

B. A separate medical file is kept at the County Personnel Office. All medical records are confidential.

26. LABOR-MANAGEMENT MEETINGS

Either party may schedule a labor-management meeting by giving one week's written notice to the other party. The party requesting the meeting will supply the agenda of items to be discussed at such meeting.

27. STATE OCCUPATIONAL SAFETY HEALTH ACT (SOSHA)

The Library will abide by the SOSHA standard.

28. GRIEVANCE PROCEDURE

A. Definitions

1) As used herein, the following definitions shall have the following meanings.

a. "Employee" shall mean any person directly employed and compensated by the Tompkins County Public Library.

b. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, provisions of this agreement, rules, procedures, regulations, administrative orders or work rules of the Library, or matters which relate to or involve employee health, safety, physical facilities, materials, or equipment furnished to employees, or supervision of employees, provided, however, that such term shall not include any matter involving the allocation of a position to a position class or title, retirement benefits, disciplinary proceedings, or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

c. "Supervisor" shall mean an employee or officer on a higher level of authority above the employee and who assigns and supervises the employee's work and approves his/her time record or evaluates his/her work performance.

d. "Days" shall mean all days other than Saturdays, Sundays, and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this grievance procedure.

B. Declaration of Basic Principle

1) Every employee of the Library shall have the right to present his/her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a representative of the Association at all stages of the grievance procedure.

2) At the request of either party, the Commissioner of Personnel may be invited to attend any hearings and provide advice and counsel.

C. Grievance procedure

Step One

a) Every employee of the Library shall have the right to present to his/her immediate supervisor, within ten (10) days after the grievance occurs, either orally or in writing, any grievance that falls within the scope of the definition set forth above in paragraph A.1)b.

b) If the Library Director is the immediate supervisor, the process shall begin at Step 3.

c) If the matter is satisfactorily resolved, the employee, supervisor, and Association representative, if any, shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be sent to the Library Director for forwarding to the employee's personal file.

d) If the matter is not satisfactorily resolved, the employee shall have the right to proceed to the second step of the grievance procedure.

Step Two

a) Upon receipt of a written request, the Library Director shall hold a hearing between the aggrieved employee and supervisor. Either side may have a representative at this meeting.

b) The Library Director, within ten (10) working days, following the conclusion of the hearing, will give a written determination.

c) If the matter is satisfactorily resolved, the employee, supervisor, Association representative, if any, and Library Director shall each sign a memorandum showing the nature of the grievance and stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be forwarded to the employee's personal file.

d) If the matter is not satisfactorily resolved, the employee shall have the right to proceed to the third step of the grievance procedure.

Step Three

a) Within ten (10) days of receiving the written determination letter, the employee may request a hearing with the Library Board of Trustees Personnel Committee.

b) The Personnel Committee of the Board shall hold a hearing within ten (10) days after receiving the written request and statement from the employee. The employee, the Association representative, if any, supervisor and Library Director may appear at the hearing, and present oral statements of arguments.

c) Within ten (10) days after the close of the hearing, the Personnel Committee shall make its decision and communicate it to the employee presenting the grievance, to the Association representative, if any, to the supervisor and Library Director.

d) If the matter is satisfactorily resolved, the employee, and Association representative, if any, shall each sign a memorandum stating that the matter has been satisfactorily resolved. A copy of this memorandum shall immediately be sent to the Library Director for forwarding to the employee's personal file.

e) If the matter is not satisfactorily resolved, the employee shall have the right to proceed to the fourth step of the grievance procedure.

Step 4

In the event that a grievance is unresolved after being processed through all the steps of the grievance procedure, not later than twenty (20) days after the determination letter of the Board of Trustees Personnel Committee, the Association or the Library Board of Trustees may submit the grievance to arbitration.

The New York State Public Relations Board shall submit a list of arbitrators from which the parties shall select an arbitrator, who shall arbitrate the dispute in accordance with the Rules and Procedures of the New York State Public Employment Relations Board.

The Arbitrators shall have no power to add to or subtract from, or modify the provisions of this agreement in arriving at a decision of the issues presented. The arbitrator's decision shall be binding on both parties.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing its own case.

D. Time Limits

The time limits set herein for the presentation of grievances in all steps may be waived or extended by mutual agreement of the parties involved.

29. DISCHARGE OR DISCIPLINE

A. No employee shall be discharged, dismissed or disciplined except for just cause. Should there be any dispute between the Library and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted in accordance with the terms of this section.

B. The disciplinary procedure for incompetence or misconduct prescribed in the article shall be available to appropriate library employees as the alternative to the procedure described in Section 75 and/or 76 of the N.Y.S. Civil Service Law. Said employees shall include all employees who have completed six months of service.

C. In the event a supervisor sees fit to impose disciplinary action on an employee, notice of such disciplinary decision shall be made in writing and served on the employee and transmitted to the Commissioner of Personnel. The specific alleged act(s) that warrant disciplinary action and the proposed sanction(s) shall be specified in the note of discipline.

1) The Association shall be advised by letter that said notice of discipline has been served on an employee, within 48 hours of service.

2) Said notice of discipline shall be accompanied by a written statement that:

a. an employee served with a notice of discipline has the right to object by filing a request for a disciplinary hearing within ten days;

b. in the event said employee does object, then he/she must file written notice of his/her choice to proceed, subject to the provisions of this section, with the employer and the Association no later than the tenth day after receiving such notice of discipline;

c. the disciplinary grievance procedure provides for a hearing by an independent arbitrator at its final stage;

d. the employee has the right to be represented by the Association or by an attorney, at every stage of the proceeding.

3) An employee who has been served with a notice of discipline may be suspended without pay for a period not to exceed thirty (30) calendar days.

4) The procedure followed shall be the same as Steps 2 through 3 of the Grievance procedure, Article 28 of this Agreement.

30. SETTLEMENT

A. A copy of this settlement, including the grievance procedure, will be given to all present employees and to all new employees upon beginning employment.

B. The cost of printing copies of this settlement will be borne by the Library.

31. SAVING CLAUSE

A. In the event any provisions of this settlement shall conflict with any of the provisions or requirements of any state or federal law, the provisions of the federal or state law shall prevail and the settlement shall not be invalidated by such a conflict.

32. TAYLOR LAW (Section 204-a)

" It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

33. SAFE AND SECURE WORKPLACE

The Library is committed to providing a safe and secure workplace for staff. Employees will not be expected to put themselves at risk or to work in an unhealthy or dangerous environment.

34. AGENCY SHOP

The Tompkins County Public Library SSA UAW Local 2300 is an agency shop. Membership in SSA UAW Local 2300 is voluntary. As a condition of employment with the Library, all employees represented by the unit who are not members of the unit will have an agency fee deducted through payroll. The said fee will be equal to the amount of membership dues.

The Local Union initiation fee shall be \$10.00 and reinstatement fee shall be \$10.00.

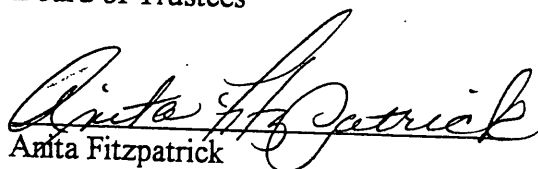
The Local Union dues shall be the minimum monthly membership dues established by the International UAW constitution.

1. SIGNATURE PAGE

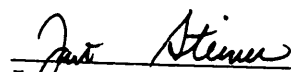
For Tompkins County Public Library:



Martin Shapiro
Tompkins County Public Library
Board of Trustees

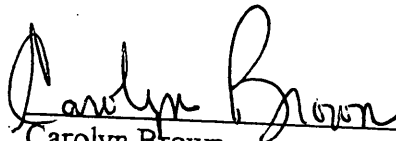


Anita Fitzpatrick
Commissioner of Personnel

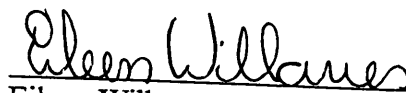


Janet Steiner
Library Director

For Support Staff Association:



Carolyn Brown
Library Clerk



Eileen Willauer
Library Assistant



Harry Evans
UAW Representative

DATE

8/23/00

DATE

8/8/00

MEMORANDUM OF UNDERSTANDING REGARDING THE IMPLEMENTATION OF THE 2000-2002 CONTRACT BETWEEN THE TOMPKINS COUNTY PUBLIC LIBRARY AND THE SUPPORT STAFF ASSOCIATION UAW LOCAL 2300.

1. As part of the contract settlement, the Library will work with the SSA to provide a group dental plan, where participants pay 100% of the premium. If the PSA negotiates a better plan or lower percentage of premiums, then the SSA will receive the same.
2. The SSA proposes to make the change of paid holiday from the day after Christmas to the day before Christmas, with the addition of one floating holiday, conditional upon the PSA accepting the same change in their next contract.
3. The Compensation Schedule shall be retroactive to January 1, 2000.
4. The change in premium pay, long term disability, and compensatory time for minor holidays shall be effective on the date the contract is signed by both parties.
5. In the event that the next PSA contract includes an across the board salary increase greater than that included in the SSA contract, the SSA will receive an equal increase, effective on the same date that the PSA increase becomes effective. Excluded from this agreement is any PSA increase due to a pay equity study.

EXHIBIT A

COMPENSATION SCHEDULE SUPPORT STAFF ASSOCIATION 2000 - 2002

LABOR GRADE	TITLE		2000		2001		September 2001		2002	
			Hiring Rate	Working Rate	Hiring Rate	Working Rate	Hiring Rate	Working Rate	Hiring Rate	Working Rate
2	Pages I (Hired after Jan 1, 1997)	P	7.92	8.24	8.16	8.49	8.20	8.53	8.45	8.79
			8.62	8.94	8.86	9.19	8.90	9.23	9.15	9.49
		OT	11.88	12.36	12.24	12.74	12.30	12.80	12.68	13.19
2	Pages II (Hired prior to Jan 1, 1997)	P	N/A	9.94	N/A	10.24	N/A	10.29	N/A	10.60
				10.64		10.94		10.99		11.30
		OT		14.91		15.36		15.44		15.90
4	Library Clerk	P	10.78	11.22	11.10	11.56	11.16	11.62	11.49	11.97
			11.48	11.92	11.80	12.26	11.86	12.32	12.19	12.67
		OT	16.17	16.83	16.65	17.34	16.74	17.43	17.24	17.96
5		P	11.23	11.68	11.57	12.03	11.63	12.09	11.98	12.45
			11.93	12.38	12.27	12.73	12.33	12.79	12.68	13.15
		OT	16.85	17.52	17.36	18.05	17.45	18.14	17.97	18.68
6	AV Aide Account Clerk / Typist	P	11.68	12.14	12.03	12.50	12.09	12.56	12.45	12.94
			12.38	12.84	12.73	13.20	12.79	13.26	13.15	13.64
		OT	17.52	18.21	18.05	18.75	18.14	18.84	18.68	19.41
7		P	12.24	12.72	12.61	13.10	12.67	13.17	13.05	13.57
			12.94	13.42	13.31	13.80	13.37	13.87	13.75	14.27
		OT	18.36	19.08	18.92	19.65	19.01	19.76	19.58	20.36
8	Senior Library Clerk	P	12.89	13.40	13.28	13.80	13.35	13.87	13.75	14.29
			13.59	14.10	13.98	14.50	14.05	14.57	14.45	14.99
		OT	19.34	20.10	19.92	20.70	20.03	20.81	20.63	21.44
9	Volunteer Coordinator	P	13.57	14.11	13.98	14.53	14.05	14.60	14.47	15.04
			14.27	14.81	14.68	15.23	14.75	15.30	15.17	15.74
		OT	20.36	21.17	20.97	21.80	21.08	21.90	21.71	22.56
10	Library Assistant Principal Library Clerk	P	14.30	14.86	14.73	15.31	14.80	15.39	15.24	15.85
			15.00	15.56	15.43	16.01	15.50	16.09	15.94	16.55
		OT	21.45	22.29	22.10	22.97	22.20	23.09	22.86	23.78
11		P	15.05	15.65	15.50	16.12	15.58	16.20	16.05	16.69
			15.75	16.35	16.20	16.82	16.28	16.90	16.75	17.39
		OT	22.58	23.48	23.25	24.18	23.37	24.30	24.08	25.04

"P" - Premium pay
"OT" - Overtime pay

EXHIBIT A

**COMPENSATION SCHEDULE
SUPPORT STAFF ASSOCIATION
2000 - 2002**

REVISED

LABOR GRADE	TITLE		2000		2001		September 2001		2002	
			Hiring Rate	Working Rate	Hiring Rate	Working Rate	Hiring Rate	Working Rate	Hiring Rate	Working Rate
2	Pages I (Hired after Jan 1, 1997)		7.92	8.24	8.16	8.49	8.23	8.56	8.48	8.82
		P	8.62	8.94	8.86	9.19	8.93	9.26	9.18	9.52
		OT	11.88	12.36	12.24	12.74	12.35	12.84	12.72	13.23
2	Pages II (Hired prior to Jan 1, 1997)		N/A	9.94	N/A	10.24	N/A	10.32	N/A	10.63
		P		10.64		10.94		11.02		11.33
		OT		14.91		15.36		15.48		15.95
4	Library Clerk		10.78	11.22	11.10	11.56	11.19	11.65	11.53	12.00
		P	11.48	11.92	11.80	12.26	11.89	12.35	12.23	12.70
		OT	16.17	16.83	16.65	17.34	16.79	17.48	17.30	18.00
5			11.23	11.68	11.57	12.03	11.66	12.13	12.01	12.49
		P	11.93	12.38	12.27	12.73	12.36	12.83	12.71	13.19
		OT	16.85	17.52	17.36	18.05	17.49	18.20	18.02	18.74
6	AV Aide Account Clerk / Typist		11.68	12.14	12.03	12.50	12.13	12.60	12.49	12.98
		P	12.38	12.84	12.73	13.20	12.83	13.30	13.19	13.68
		OT	17.52	18.21	18.05	18.75	18.20	18.90	18.74	19.47
7			12.24	12.72	12.61	13.10	12.71	13.20	13.09	13.60
		P	12.94	13.42	13.31	13.80	13.41	13.90	13.79	14.30
		OT	18.36	19.08	18.92	19.65	19.07	19.80	19.64	20.40
8	Senior Library Clerk		12.89	13.40	13.28	13.80	13.39	13.91	13.79	14.33
		P	13.59	14.10	13.98	14.50	14.09	14.61	14.49	15.03
		OT	19.34	20.10	19.92	20.70	20.09	20.87	20.69	21.50
9	Volunteer Coordinator		13.57	14.11	13.98	14.53	14.09	14.65	14.51	15.09
		P	14.27	14.81	14.68	15.23	14.79	15.35	15.21	15.79
		OT	20.36	21.17	20.97	21.80	21.14	21.98	21.77	22.64
10	Library Assistant		14.30	14.86	14.73	15.31	14.85	15.43	15.30	15.89
		P	15.00	15.56	15.43	16.01	15.55	16.13	16.00	16.59
		OT	21.45	22.29	22.10	22.97	22.28	23.15	22.95	23.84
11	Circulation Coordinator		15.05	15.65	15.50	16.12	15.62	16.25	16.09	16.74
		P	15.75	16.35	16.20	16.82	16.32	16.95	16.79	17.44
		OT	22.58	23.48	23.25	24.18	23.43	24.38	24.14	25.11

"P" - Premium pay

"OT" - Overtime pay

EXHIBIT B**LIBRARY SCHEDULE****Hours of Operation**

10:00 am to 9:00 pm Monday - Thursday

10:00 am to 5:00 pm Friday and Saturday

Closed Saturday, July and August

Open Sundays 1:00 pm to 5:00 pm September - May

2000 Holiday Schedule of Closings

New Year's Day	Saturday, January 1	UNPAID
Day after New Year's Day	Sunday, January 2	UNPAID
Easter Sunday	Sunday, April 23	UNPAID
Saturday before Memorial Day	Saturday, May 27	UNPAID
Sunday before Memorial Day	Sunday, May 28	UNPAID
Memorial Day	Monday, May 29	PAID
Independence Day	Tuesday, July 4	PAID
Saturday before Labor Day	Saturday, September 2	UNPAID
Sunday before Labor Day	Sunday, September 3	UNPAID
Labor Day	Monday, September 4	PAID
Thanksgiving Eve (Close at 5 p.m.)	Wednesday, November 22	UNPAID
Thanksgiving Day	Thursday, November 23	PAID
Christmas Eve	Sunday, December 24	UNPAID
Christmas Day	Monday, December 25	PAID
Day after Christmas	Tuesday, December 26	PAID
New Year's Eve	Sunday, December 31	UNPAID

2001 Holiday Schedule of Closings

New Year's Day	Monday, January 1	PAID
Easter Sunday	Sunday, April 15	UNPAID
Saturday before Memorial Day	Saturday, May 26	UNPAID
Sunday before Memorial Day	Sunday, May 27	UNPAID
Memorial Day	Monday, May 28	PAID
Independence Day	Wednesday, July 4	PAID
Saturday before Labor Day	Saturday, September 1	UNPAID
Sunday before Labor Day	Sunday, September 2	UNPAID
Labor Day	Monday, September 3	PAID
Thanksgiving Eve (close at 5 p.m.)	Wednesday, November 21	UNPAID
Thanksgiving Day	Thursday, November 22	PAID
Christmas Eve (close at 1 p.m.)	Monday, December 24	UNPAID
Christmas Day	Tuesday, December 25	PAID
Day after Christmas	Wednesday, December 26	PAID
New Year's Eve (close at 5 p.m.)	Monday, December 31	UNPAID

2002 Holiday Schedule of Closings

New Year's Day	Tuesday, January 1	PAID
Easter Sunday	Sunday, March 31	UNPAID
Saturday before Memorial Day	Saturday, May 25	UNPAID
Sunday before Memorial Day	Sunday, May 26	UNPAID
Memorial Day	Monday, May 27	PAID
Independence Day	Thursday, July 4	PAID
Saturday before Labor Day	Saturday, August 31	UNPAID
Sunday before Labor Day	Sunday, September 1	UNPAID
Labor Day	Monday, September 2	PAID
Thanksgiving Eve (Close at 5 p.m.)	Wednesday, November 27	UNPAID
Thanksgiving Day	Thursday, November 28	PAID
Christmas Eve (close at 1 p.m.)	Tuesday, December 24	UNPAID
Christmas Day	Wednesday, December 25	PAID
Day after Christmas	Thursday, December 26	PAID
New Year's Eve (close at 5 p.m.)	Tuesday, December 31	UNPAID